

TRANSFER
TAX
PAID 12-14WARRANTY DEED
(Statutory Short Form)

004928

I, **Margaret M. Barrett**, whose mailing address is 26055 Northpoint Drive, Farmington Hills, Michigan 48331 for consideration paid, grant to **Robert L. Kenney**, whose mailing address is 325B Kennedy Memorial Drive, Waterville, Maine 04901, with **Warranty Covenants**, the land in Waterville, Kennebec County, Maine, more particularly bounded and described as follows, to wit:

A CERTAIN LOT OR PARCEL OF LAND situated in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

BEGINNING at an iron pipe on the westerly side of Main Street in Waterville, said pin being located at the southeasterly corner of land now or formerly of Loraine S. Norton, said pin also marking the northeasterly corner of the parcel herein conveyed; thence south fifteen degrees forty minutes east (S 15E 40' E) along Main Street two hundred (200) feet to a steel pin; thence south seventy-six degrees fifty-nine minutes west (S 76E 59' W) along land retained by Richard H. Dennis and Joanna B. Dennis from land conveyed to said Dennis by Paul J. Orloff and Germaine M. Orloff by deed dated November 9, 1983 and recorded in Kennebec Registry of Deeds Book 2632, Page 1 three hundred seventy-seven and one tenth (377.1) feet to a steel pin; thence north fifty-nine degrees forty-six minutes west (N 59E 47' W) along land of Richard H. Dennis and Joanna B. Dennis as recorded in Book 1801, Page 232 two hundred fifty-four and two tenths (254.2) feet to an iron pipe; thence north seventy-four degrees twenty minutes east (N 74E 20' E) along land of Loraine S. Norton as recorded in Kennebec Registry of Deeds Book 1911, Page 266, and Book 1375, Page 321, five hundred fifty-three and six tenths (553.6) feet to the iron pipe marking the point of beginning. Said parcel contains two and one tenth (2.1) acres, more or less.

BEING the same premises conveyed by Richard H. Dennis and Joanna B. Dennis to Robert L. Kenney and Margaret M. Kenney by deed dated October 30, 1984 and recorded in the Kennebec County Registry of Deeds in Book 2746, Page 55. Margaret M. Barrett (f/k/a Margaret M. Kenney) acquired full interest in the above described premises by virtue of Abstract of Divorce Decree dated February 8, 1999 and recorded in the Kennebec County Registry of Deeds in Book 5873, Page 159.

The above described parcel of land is conveyed subject to the following restrictions:

1. Said land shall be used only for residential purposes, and not more than one residence and the outbuildings thereof, such as a garage, shall occupy said lots or any part thereof, at any one time, nor shall said lots be subdivided or sold or leased in parcels, nor shall any buildings at any time situate on said lots be used for business or manufacturing purposes.
2. Any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts on Main Street, shall not be erected nearer from the westerly line of Upper Main Street than the easterly wall of the building now used or occupied as a homestead by Richard S. Norton.
3. Each residence, or other outbuildings, including garages, erected on any lot, must provide a space at least twenty-five (25) feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots.

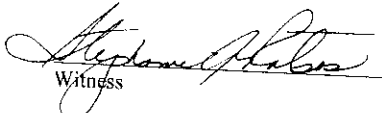
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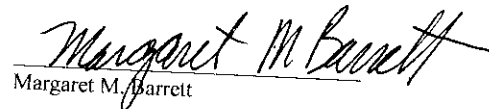
4. The cost of each main building on these lots shall be at least fifteen thousand dollars (\$15,000.00), exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.
5. No placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.
6. No fences or construction of any kind other than a dwelling, garage, and appurtenances shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
7. No cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.
8. If any owner of two or more contiguous lots desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be construed as applying to single lot.
9. Said lots are conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land and applicable to all lots in Kennebec County sold after March 1, 1964, by Mildred Vigue, and for a violation of the terms hereof, or any of them, by the said grantees herein named, or any person or persons holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the said Mildred Vigue, her heirs and assigns, or the owner of any lot or lots on said plan of lots to proceed at law or in equity to compel compliance with the terms thereof. The said Mildred Vigue shall not be held responsible for the enforcement of the foregoing restrictions.

SUBJECT TO a mortgage given by Margaret M. Barrett to Fleet Mortgage Corporation dated April 13, 1999 and recorded in the Kennebec County Registry of Deeds in Book 5922 Page 214, which Robert L. Kenney agrees to assume.

Witness my hand and seal this 6th day of March, 2000.


Witness

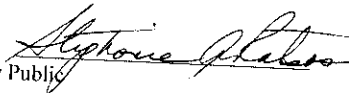
STATE OF MICHIGAN
Oakland COUNTY, ss.


Margaret M. Barrett

March 6th, 2000

Then personally appeared the above named Margaret M. Barrett and acknowledged the foregoing instrument to be her free act and deed,

Before me,
Notary Public



Stephanie A. Ratsos
Printed Name

My Com. Exp.: STEPHANIE A. RATOS
Notary Public, Oakland County, MI
My Commission Expires Feb. 18, 2001



RECEIVED KENNEBEC SS.

2000 MAR -9 AM 9:00

ATTEST: 
REGISTER OF DEEDS